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Janitorial Services
IFB DJJ-07-005
Copeland Building, Beaumont Juvenile Correctional Center

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COMMONWEALTH OF VIRGINIA

Department of Juvenile Justice

INVITATION FOR BIDS

ISSUE DATE: August 17, 2006

IFB NO: DJJ-07-005

TITLE: JANITORIAL SERVICES

COMMODITY CODE: 91039

ISSUING AGENCY: DEPARTMENT OF JUVENILE JUSTICE
MATERIALS MANAGEMENT UNIT
PO BOX 1110
RICHMOND, VIRGINIA 23218-1110

Using Agency and/or Location Copeland Building # 19, Low Road, Beaumont Juvenile
Where Work Will Be Performed: Correctional Center Complex, Powhatan County, VA

SITE VISIT/PRE-BID CONFERENCE: Not Required

PERIOD OF CONTRACT: Shall Be For A Period of 12 Months Following Date of Award With Option To Renew For 4 Additional One Year Periods. (See Section VI. S).

BID SUBMISSION DATE: Bids For Furnishing The Services Described Herein Will Be **Received Until August 28, 2006, 1:00 PM** (Local Prevailing Time).

HAND DELIVERED BIDS: DELIVER TO: DJJ, Receptionist, 700 Centre, N. 7th & E. Franklin Streets (use Franklin St. Entrance), Richmond, Va. 23218-1110, Attention: James E. Harris, Jr., VCO, Materials Management Unit - Janitorial Services, Beaumont JCC Complex, Copeland Bldg, IFB #DJJ-07-005.

MAILING BIDS: Send directly to the issuing agency address shown above.

All Inquires For Information Should Be Directed In Writing To: DJJ Materials Management Unit, P.O. Box 1110, Richmond, VA. 23218-1110, Fax: 804-786-3079. E-mail: James.E.Harris@djj.virginia.gov

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services Described At The Price(s) Indicated In Section X.

NAME AND ADDRESS OF FIRM:

BY AUTHORIZED REPRESENTATIVE:

Name: _____
Please Print

Corporate Title: _____

_____ Zip Code: _____

Signature: _____
In Ink

FEI/FIN NO.: _____

Date: _____

Telephone: (____) _____ Fax: (____) _____

PLEASE CHECK IF APPLICABLE:

☐ SMALL BUSINESS ☐ WOMEN OWNED BUSINESS ☐ MINORITY BUSINESS

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

NOTE: THIS ENTIRE DOCUMENT MUST BE RETURNED.

- I. **PURPOSE:** The intent and purpose of this Invitation for Bids (IFB) is to establish a term contract with one qualified vendor to provide Janitorial Services for the Department of Juvenile Justice (DJJ) - Copeland Building, Beaumont Juvenile Correctional Center.
- II. **CONTRACT ADMINISTRATOR:** The contract administrator shall be designated by the Superintendent who shall keep the Materials Management Unit current as to the administrator. The administrator shall consistently monitor contractor performance and remind the contractor of required services per the conditions and terms in this IFB/Contract.
- III. **SITE VISIT/PRE-BID CONFERENCE:** NOT REQUIRED. However, the Copeland Building is at Beaumont Juvenile Correctional Center Complex, off of Highway 522 in Powhatan County just south of the James River bridge, which crosses over to Goochland County.
- IV. **SCOPE OF SERVICES:**
- A. **GENERAL:** The Contractor shall furnish all labor, supervision, equipment, materials and cleaning supplies (with the exception of hand soap, toilet tissue, seat covers and paper towels, trash can liners, urinal deodorizer blocks, urinal screens, and air fresheners) to clean the Copeland Building. The Contract Administrators shall ensure the Contractor has access to and is consistently given the above supplies furnished by the facility. Service shall be provided Monday through Friday from 5:00 PM until the completion of all tasks listed in ATTACHMENT A (with the exception of those Holidays listed on ATTACHMENT B). Whenever services are scheduled to be performed on a day that is designated as a holiday, the Contractor shall provide the required services on the next regularly scheduled business day or a mutually determined day between the Contractor and the Contract Administrator. The estimated square footage of all buildings is listed in ATTACHMENT C. Smoking is not permitted in the buildings. Designated smoking areas will be posted.
- B. **LEVEL OF SERVICE:** The Contractor shall provide a level of cleaning that is equal to Standards defined by the Building Services Contractor Association (BSCA) for Prestige and Adequate cleaning as follows:
1. **ADEQUATE** shall be defined as a cleaning standard that will provide neither complaints nor serious criticism.
- C. **TASKS AND FREQUENCIES:** The Contractor shall accomplish all cleaning tasks to meet the requirements of this contract. There are minimum frequencies that each area will require cleaning as shown in ATTACHMENT A; however, the Contractor shall maintain the building to the standards established in this contract which may require Contractor services at more frequent intervals. For example, the Contractor shall re-supply restrooms whenever necessary to ensure adequate supplies are always available or wax/buff floors more often due to increases in the traffic patterns tasks. **Initial cleaning shall be accomplished to ensure buildings are at a state/appearance where on-going cleaning may more easily keep buildings at the Level of Service listed.**
1. **Maintain Floors:** The Contractor shall maintain all floors according to the following tasks, unless the area is carpeted (see paragraph 2. below). After receiving floor maintenance, the Contractor shall ensure that the entire floors show a uniform finish, a uniform glossy appearance, and are free of scuff marks, heel marks, and other stains and discolorations. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, and walls. Chairs, trash receptacles and moveable items (weighing less than 50 lbs.) shall be moved to maintain floors underneath. All moved items shall be returned to their proper position when all operations have been completed. Floor maintenance includes the techniques of sweeping, dust mopping, damp mopping, wet mopping, dry buffing, spray buffing, stripping, scrubbing, sealing, and waxing as required to achieve the above stated results. The techniques used depend upon the materials, equipment, and personnel used to do the job. The Contractor shall apply these techniques only to the portion of the floor needing work to bring the entire floor up to the standard unless it is necessary to apply these techniques to the entire floor to bring it up to the standard. **Wax is only to be applied to floor surfaces that have been cleaned.**
- a. **Dust Mop Floors:** The Contractor shall dust mop all accessible areas. After the floor has been dust mopped, the entire floor surface, including corners and abutments, will be free of litter, dust and debris. Chairs, trash receptacles, and easily movable items shall be titled or moved to dust underneath.

- b. **Mop Floors:** The Contractor shall mop all floors, entrances, vestibules, and lobbies (not carpeted). The entire floor areas shall be damp or wet mopped. Chairs, trash receptacles, and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, trash receptacles, or mop strands remaining in the area. Do Not mop carpeted or raised computer room floors. **“Caution Wet Floors”** signs shall be posted in an area that is currently being mopped.
- c. **Sweep Floors:** The Contractor shall sweep all floors in such a manner that no dust is raised. Sweeping shall include the removal of dried matter. After the floor has been dust swept, the entire floor surface, **including corners** and abutments, will be free of debris, visible dirt, dust, grit, lint, and food residue. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to sweep underneath.
- d. **Spray Clean and Buff:** Spray clean and buff floors as necessary between finishing of floors to maintain a uniform glossy appearance.
- e. **Cleaning Equipment Restriction:** The Contractor shall not use mops, brooms, and brushes used in cleaning of bathrooms, for cleaning in any other areas. They shall be specifically identified (for example: red or red painted handles) and stored separately when not in use.

2. **Vacuum Carpets:**

- a. **Vacuum Office/Hallway Carpets:** All carpets and rugs or runners in all rooms, hallway, vestibules, auditoriums, or any other area are included in this task and shall be referred to as carpet. The Contractor shall vacuum carpets at frequencies established in **ATTACHMENT A**. After being vacuumed, the carpet shall be free of all visible litter and soil. Any spots shall be removed by carpet manufacturer's approved methods. All tears, burns, and raveling shall be brought to the attention of the Contract Administrator. Area and throw rugs are included to receive this service
- b. **Spot Clean Carpets:** The Contractor shall spot clean/shampoo carpets that are stained over an area of 2 sq. ft. or less. Spot cleaning shall be accomplished daily or as directed by the Contract Administrator. (See Section 9. Periodic Cleaning for Carpet Shampooing)
- c. **Vacuum/Clean Walk-Off Mats:** The Contractor shall vacuum/clean interior and exterior walk-off mats as applicable. After vacuuming or cleaning, mats shall be free of all visible lint, litter and soil. Carpet style mats entrance mats shall be vacuumed daily to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, or hosed-down and then dried to remove soil and grit. Soil and moisture underneath entrance mats shall be removed and mats returned to their normal location.
- d. **Spot Vacuum:** The Contractor shall perform spot vacuuming on any carpet in private offices, ante-rooms to private offices, and conference rooms at the frequency stated in **ATTACHMENT A**. It is not necessary to move furniture during this spot vacuum task. Carpets shall remain free of litter and soil. Entire carpet area is not required to be vacuumed. Debris that has accumulated since the last performance of this task, or the "Vacuum Carpet" task, shall be removed.

3. **Remove Trash:**

- a. **Remove Interior Trash:** The Contractor shall ensure that all trash containers are emptied at the frequencies established in **ATTACHMENT A** and containers returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle due to a leaky plastic trash bag must be removed. Trash shall be disposed of in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall onto the facility and grounds during the removal of such trash collection. The trash shall be deposited in outside trash collection points. Unless otherwise indicated, trash shall be picked up from all trash receptacles. Dirty trash receptacles shall be washed inside and out and shall be odor free.

- b. **Remove Exterior Trash:** All trash containers shall be emptied at the frequencies established in **ATTACHMENT A** and containers returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners in such receptacles shall be replaced. All debris or liquids remaining in a trash receptacle due to a leaky plastic trash bag must be removed. Trash shall be disposed of in plastic bags secured with bag ties. The Contractor shall pick up any trash that may fall onto the facility and grounds during the removal of such trash collection. The trash shall be deposited in the outside trash collection point. Unless otherwise indicated trash shall be picked up from all trash receptacles. Dirty trash receptacles shall be washed inside and out and shall be odor free.
4. **Clean Rest Rooms/Locker Rooms:** The Contractor shall perform the following work for restrooms/locker rooms as indicated on the Task and Frequency Chart in **ATTACHMENT A**. In no case shall a custodian enter an area designated for the persons of a sex opposite that of the custodian without the area being closed (scheduled for cleaning) or secured and vacated of personnel. The custodians shall announce themselves prior to entering the facility.
- a. **Clean Rest Room Fixtures:** Completely damp clean and disinfect all surfaces and under surface edges of mop sinks, sinks, toilet bowls, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, partitions, dispensers, doors, walls, and other such surfaces, using a germicidal detergent. After cleaning, receptacles will be left free of deposits, dirt, streaks, and odors. Grout on wall tiles shall be free of dirt, scum, mildew, residue, and other stains and discolorations.
- b. **Clean Rest Room Vertical Surfaces:** The Contractor shall remove all streaks, marks, and graffiti from vertical surfaces. The Contractor shall disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, and wall areas adjacent to wall mounted lavatories, urinals, and toilets).
- c. **Sweep and Mop Rest Room Floor:** The Contractor shall sweep and mop so that the entire surface shall be free from litter, dust and foreign debris. The Contractor shall ensure that grout on floor tiles is free of dirt, scum, mildew, residue, and other stains and discoloration. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily moveable items shall be tilted or moved aside to sweep and damp mop underneath. Restroom floors (as applicable) shall be stripped, scrubbed, and/or waxed, as necessary to maintain sanitary conditions and a clean, uniform appearance.
- d. **Hand Washing Sinks:** The Contractor shall clean all hand washing sinks. Dispensers shall be damp wiped and cleaned prior to refilling or when required.
- e. **Re-Supply Rest Rooms:** The Contractor shall ensure restrooms are stocked so that supplies do not run out. As a minimum, each restroom will be stocked at the frequency established in **ATTACHMENT A**. Facility furnished supplies shall be stored in designated facility furnished areas. The Contractor shall make the Contract Administrator aware of the low supply inventories. If supplies run out prior to the next service date, Contractor shall coordinate the refill within 1 day after notification from the Contract Administrator or designee.
5. **Perform Low Dusting:** The Contractor shall provide low dusting. All dust, dirt, streaks, cobwebs, lint, litter, and dry soil shall be removed from the horizontal surfaces of chairs, file cabinets, conference tables, and other types of furniture and equipment and from horizontal ledges, window sills, hand rails, baseboards, and air conditioning vent, and ventilation louvers to a line seven (7) feet above the top of the floor level. Furniture polish shall be applied to all wooden furniture in VIP areas or as designated by the Contract Administrator. **Desks are excluded from this service unless specifically requested by the Contract Administrator.** Low dusting shall be accomplished at the frequencies established in **ATTACHMENT A**.
6. **Interior Glass/Mirrors:** The Contractor shall clean all exposed glass surfaces and mirrors which are not an integral part of the exterior walls of the building. All Lucite, plastic or any other transparent material shall be considered glass. Adjacent trim shall be wiped clean where soiled by spillage or smears in the glass cleaning operation. Clean trophy/display cases, directory boards and other interior glass. After glass cleaning there shall be no traces of film, dirt, smudges, water or other foreign matter.

7. **Clean Drinking Fountains:** The Contractor shall disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil.
8. **General Spot Cleaning:** The Contractor shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to the removing of, or cleaning of smudges, fingerprints, marks, streaks, and spills, from washable surfaces of all walls, partitions, wall mounted fixtures, vents, grillwork, doors, door guards, door handles, window ledges, push bars, kick plates, handrails, and fixtures. Germicidal detergent shall be used in restrooms, locker rooms, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil.
9. **PERIODIC CLEANING:** The Contractor shall provide cleaning services as indicated in **ATTACHMENT A**.
 - a. **Perform High Dusting:** The Contractor shall provide high dusting. All dust, lint, litter, and dry soil shall be removed from surfaces higher than seven (7) feet above the top of the floor surface. Air conditioning and ventilation grilles where installed, are included in high dusting. Ceiling light fixtures exteriors and "EXIT" signs shall be cleaned as part of high cleaning.
 - b. **Clean/Shampoo Carpets:** The Contractor shall clean/shampoo carpets to ensure carpeted areas are uniform in appearance and be free of stains, dirt, and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs and other similar items. No over wetting of carpet and no standing water shall be left upon completion of process. Chairs, trash receptacles, and easily movable items shall be moved to clean carpets underneath, and returned to their original location.
 - c. **Dust Blinds and Draperies:** The Contractor shall clean all blinds and draperies. After cleaning, all blinds and draperies should be free of all dust, lint and spider webs. Any permanent stains shall be reported to the Contract Administrator.
 - d. **Clean Upholstered Furniture:** The Contractor shall vacuum and spot clean upholstered furniture so that after cleaning, all dust, lint, dirt, debris, stains, gum and any foreign substance is removed. The Contractor shall spot clean with a product specifically designed for upholstered furniture. Any permanent stains or rips shall be reported to the Contract Administrator.

D. PERFORMANCE STANDARDS:

1. **SURFACES:** Surfaces, to include file cabinets shall be free from dust after dusting is completed.
2. **FLOORS/CARPETS:** All floors shall show no dust or dirt streaks. No dirt or dust shall be left behind or under furniture, pipes, work tables, doors, corners or any object that is not installed or securely fastened in place. There shall be no build-up of wax on tiled or linoleum floors.
3. **TRASH:** All trash removed from waste baskets/trash receptacles/ and other items specifically marked "Trash" shall be removed from the building and placed in the designated containers outside of the building.

E. RECYCLABLE PAPER PRODUCTS: All shredded paper and cardboard boxes and other paper designated for recycling shall be coordinated for pickup with the Contract Administrator by the Maintenance Department.

F. PRODUCTS AND EQUIPMENT: The Contractor shall not use any products(s), supply(ies) or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, floor covering, etc. so damaged. A storage area/closet will be made available to the Contractor for purposes of storing janitorial items and/or equipment.

G. CONTRACTOR'S PERSONNEL:

1. **Project Supervisor:** The Contractor shall assign not less than one (1) supervisor who will supervise the Contractor's employee(s) performance of their assigned tasks to ensure adherence to the cleaning schedule. Contractor shall provide to the Facility's Contract Administrator in writing, the name and phone number of the

Supervisor and an alternates or alternates who shall act for the Contractor when the Project Supervisor is absent. The Project Supervisor or alternate shall have full authority to make decisions for the Contractor on all contract matters relating to daily operations.

- a. **Alternate Project Supervisor:** The Contractor shall designate an Alternate Supervisor who shall be responsible for the performance of the work and shall have full authority to act on behalf of the Contractor in the absence of the Project Supervisor.
 - b. **Custodial Personnel:** The Contractor shall employ a sufficient number of experienced employees to adequately perform all the specified duties and services. They shall become familiar with the schedule of cleaning within their assigned areas.
2. **Minimum Personnel Qualifications:** The Project Supervisor and alternate or alternates must be able to read, write, speak and understand English. The Contractor shall ensure only personnel trained in custodial services shall be allowed to perform work under this contract. The Contractor shall maintain records of each individual's training and certifications; and shall ensure employees are qualified to operate custodial equipment prior to assigning employees to operate such equipment.
 3. The Project Supervisor or alternate shall be available during normal operational hours within 2 hours of notification to respond telephonically or in person with the Contract Administrator or designee to discuss problem areas. The Project Supervisor shall provide the Contract Administrator with the telephone numbers or pager system of the person(s) to call for problems.
 4. The Project Supervisor or alternate shall inspect the entire area of the building under contract each day for the purpose of ensuring quality workmanship and compliance with the contract. This procedure should provide the Project Supervisor with the opportunity to note discrepancies and complaints; and to plan for correction of deficiencies in the work. A weekly report shall be submitted to the Agency Contract Administrator listing all deficiencies and complaints and a plan for correction.
 5. The Supervisor shall communicate on a weekly basis with the Contract Administrator to note discrepancies, complaints and coordination of the housekeeping functions and quality control. Monthly meetings with the Supervisor will be held at the discretion of the Contract Administrator. (See Performance Evaluation Meetings)
 6. The Supervisor shall be responsible for all keys assigned to unlock secured areas or items.
- H. **CONDUCT OF PERSONNEL:** The Contract Administrators or designees may require the Contractor to remove from the job site any employee working under this contract for reasons of misconduct, security, or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor employees shall be subject to dismissal from the premises, upon determination by the Contract Administrators that such action is in the best interest of the Department of Juvenile Justice. The facility superintendent has the authority to bar individuals from the facility. Such removal from the job site or dismissal from the premises shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the services as required by this contract.

1. The Supervisor shall be responsible for the conduct and performance of the Contractor's employee(s), and compliance with the following rules:
 - (a) Contractor's employee(s) appearing to be under the influence of alcohol or drugs shall not be permitted in the building.
 - (b) No loud or boisterous conduct will be permitted.
 - (c) Contractor's employee(s) will not open desk or cabinet drawers at any time.
 - (d) Contractor's employee(s) are not to use or tamper with office machines, equipment, and facility employees' personal property at any time.
 - (e) Contractor's employee(s) are not to use facility telephones except in emergency situations.
 - (f) Contractor's employee(s) shall assure that they will at all times **remove keys from and lock all unattended vehicles while on DJJ property.**
 - (g) Contractor's employee(s) are not to bring children on the facility property.
 - (h) Contractor's employee(s) are to notify the Supervisor of any problems that require immediate attention.
 - (i) References shall be provided to the DJJ in a format acceptable to the DJJ for all persons the Contractor intends to employ on the DJJ premises. The DJJ may perform background investigations on all such janitorial service employees in the same manner it performs background investigations on its own employees in accordance with DJJ policy. (See Employee Status - Attachment E). The DJJ in its sole discretion shall prohibit any of the Contractor's employees deemed undesirable by the DJJ from coming onto the department's property.
2. **Identification Badges:** Contractor shall provide its' personnel with laminated type badges, readily visible on the outer garment and above the waist. Badges shall contain the company name, the words i.e., "Custodial Services", the employee's photograph and name. Badges shall be displayed at all times while on DJJ property. Although Contractor employee badges are required for each employee, they will not provide access to enter off limits areas. DJJ identification badges shall be provided for such purposes.
3. The Contractor shall ensure employees have a current and valid driver's license before allowing the employee to operate a Contractor-owned vehicle on the Bon Air Complex.
4. **Conflict of Interest:** The Contractor shall not employ any person who is an employee of the DJJ or other state agency, if such employment would create a conflict of interest. The Contractor shall not employ any person who is an employee of the DJJ, unless such person receives prior approval in writing from their immediate supervisor, facility superintendent and the Contract Administrator.
5. **Personnel Roster:** The Contractor shall provide a roster of Contractor personnel, employed under this contract, to the Contract Administrator no later than the contract start date. This roster shall show employee names, social security number (SSN), position title, and shift/hours and days the employees are scheduled to work. The roster shall also show telephone and pager numbers of the Project Supervisor and alternate(s). The Contractor shall submit subsequent changes to these rosters to the Contract Administrators no later than the 5th day of each month if there were any changes the previous month.
- I. **FACILITY ACCESS:** The Contractor shall be responsible for assuring that all Contractor personnel authorized to perform work under this contract obtain facility access as required by current DJJ/Institution Policy and Procedures. Facility furnished identification shall be returned to the applicable facility when the employee no longer performs work for the Contractor under this contract.
- J. **AUTHORIZED PARKING:** The Contractor and Contractor's employees shall park privately owned vehicles only in designated parking places. Personnel, equipment, and supplies may be dropped off at buildings using service delivery routes, but vehicles shall not block fire lanes, fire hydrants, or entrances.

K. **QUALITY ASSURANCE:** The DJJ will evaluate the Contractor's performance under this contract. For those tasks listed in ATTACHMENT A, the Contract Administrators will follow the methods of surveillance specified in this contract. Contract Administrator will provide records of all surveillance observations. When an observation indicates defective performance, the Contract Administrator will require the Project Supervisor or representative at the applicable facility to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of a complaint. DJJ surveillance of tasks (**not listed in ATTACHMENT A**) or by methods other than those listed may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the Contract Administrator(s) as a result of surveillance will be according to the terms of this contract.

L. **KEY CONTROL:** The Contractor shall be responsible for keys provided to the Contractor by the DJJ. Keys shall not be lost, misplaced, or duplicated by Contractor personnel, nor used by unauthorized Contractor personnel. The Contractor shall implement procedures to ensure that keys issued to the Contractor by the DJJ are safeguarded.

The Contractor shall report any occurrence of duplicated, misplaced, or lost keys within 24 hours after discovery of occurrence, and submit a written report to the Contract Administrator by close of business the next day. The written report shall provide complete detail relating to the duplication of, misplaced or lost key.

In the event a key is duplicated, misplaced or lost, all locks and keys for that system will be replaced by the applicable DJJ facility. The Contractor shall reimburse the DJJ for the replacement of locks or re-keying required as a result of keys being duplicated, misplaced, or lost by the Contractor or Contractor's personnel.

M. **CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES:**

1. **EQUIPMENT:** Storage space will be provided for all equipment supplied by the Contractor if it is to remain on the job site during the contract period.
2. **MATERIALS/SUPPLIES:** All materials/supplies furnished by the Contractor shall be made available for inspection by the Contractor Administrator. Sufficient quantities shall be maintained on the job site at all times for the Contractor's employee(s) use in the performance of required services.
3. **CHEMICALS:** The Contractor shall furnish all chemicals necessary to accomplish the work defined in this contract. All chemicals used shall arrive at the Beaumont Juv. Corr. Ct. Complex in original, unopened containers that identify the type of chemical, instruction for use, and hazard warnings.
 - a. The Contractor shall not use the following chemicals:
 - (1) Carbon Tetrachloride
 - (2) Gasoline, alcohol, or any volatile highly flammable liquid
 - (3) Muriatic Acid
 - b. The following type of chemicals shall be used in the performance of this contract:
 - (1) **Neutral Detergent:** A synthetic biodegradable neutral detergent shall be used in varying dilutions for the removal of soil from all washable surfaces such as resilient tile, concrete terrazzo floors, painted walls and woodwork, doors and synthetic surfaces such as wall coverings and vinyl upholstery. When used in various concentrations, the neutral detergent shall be adaptable for spot mopping, damp mopping and spot removal.
 - (2) **Germicidal Disinfectant/Cleaner:** An EPA-registered quaternary ammonium compound that is a germicidal, pseudomonicidal, fungicidal, mildewcidal, and virucidal disinfectant concentrate effective against the following viruses found on inanimate, hard, non-porous environmental surfaces: HIV-1, Influenza, A/Brazil, Herpes Simplex types 1 and 2, and Vaccinia and effective in the presence of 5% blood serum contamination and hard water, shall be used for disinfecting restrooms, showers, locker rooms, drinking fountains, gym mats and shower mats.
 - (3) **Bowl Disinfectant/Cleaner:** Toilet bowl disinfectant/cleaner shall be EPA-registered and proven effective in

the presence of 5% serum, germicidal, virucidal and fungicidal. Mild acid bowl cleaner used to remove uric acids, scum, and scale build-up from mineral deposits in the water shall be non-abrasive and fully inhibited to protect pipes and metal against corrosion.

- (4) Lotion Type Cleaner: A cream or lotion-type cleaner shall be used whenever a solution of neutral detergent is not effective.
- (5) Stainless Steel Cleaner and Polish: A stainless steel cleaner and polish shall be used to remove soil and smudges from metal surfaces and leave a polished appearance. This chemical shall not be excessively applied so as to leave an oily residue on the surface.
- (6) Furniture Polish: Furniture polish shall be used only on wood furniture, doors, and paneling to restore the natural moisture of the wood. It shall not be excessively applied. After polishing, the surface shall not be oily.
- (7) Water-based Degreaser: A water-based degreaser shall be used in certain instances to remove petroleum-based soils. It shall not be used on floors which have been sealed, waxed, except as needed during the stripping cycle.
- (8) Glass Cleaner: Non-streaking cleaner shall be used to clean and wash glass and other synthetic surfaces.
- (9) Concrete, terrazzo, ceramic, quarry and resilient tile sealer: Shall be used to seal smooth concrete and to prepare terrazzo floors, seal ceramic and quarry tile in restrooms/locker rooms and to seal resilient floors prior to the application of a metal interlock polymer finish.
- (10) Metal Interlock Polymer Floor Finish: Finish shall be safe of synthetic resilient floors such as rubber, asphalt, vinyl and linoleum, in addition to terrazzo floors, be slip-resistant, and contain a minimum of 19% solids. The product shall dry or buff to a high-gloss shine, dry clear and non-yellowing, resist marking, scuffing and scratching.
- (11) Floor Finish Remover Stripper: Product shall be capable of completely emulsifying and removing all metal interlock polymer floor finish and sealer on concrete, terrazzo, ceramic, quarry, and resilient tile flooring. It shall cause no deleterious actions on any flooring and be easily and readily rinse able.
- (12) Extraction Cleaner: Shall be EPA-registered quaternary extraction cleaner that deodorizes, sanitizes, and reduces the growth of gram-positive and gram-negative odor-causing bacteria.
- (13) Porcelain Cleaning Solution: Shall be used to clean wash bowls, sinks, etc.
- (14) Dust Mop Treatment Compound: Dust mops shall be treated to keep airborne dust particles to a minimum.
- (15) Sweeping Compound: Used as specified to reduce high-dust levels, oil spills, or vomit.
- (16) Carpet Cleaning Solution: Solution shall contain a disinfectant and provide odor and bacterial control.

N. SPECIAL REQUIREMENTS:

1. **Inclement Weather**: The Contractor shall make every reasonable effort to provide janitorial services when facility employees are excused early due to snow or other hazardous driving conditions. **However, in the event services cannot be provided, the Contractor shall deduct a pro-rated amount from the monthly invoice for each day service is not provided.** If the situation occurs on a Friday or a day preceding a holiday, the Contractor shall make every reasonable effort to provide services over the weekend or holiday at no additional cost to DJJ.

- O. SPECIAL EVENTS OR EMERGENCY JANITORIAL SERVICES**: The Contractor shall provide emergency and special event custodial services as directed by written order from the Contract Administrator. Emergency situations (e.g., broken water pipes, commode or urinal overflow) may necessitate the Contractor operating on an extended basis. The

Contractor shall furnish all labor and supervision, as required, to fulfill the order. The Contractor shall be paid for these special or emergency janitorial services based on the fixed hourly rate specified in Pricing Schedule, Section X, contained herein. **The Contract Administrator shall notify the Contractor in writing, minimum of 48 hours prior to the start of a special event.**

Emergency and or Special cleaning requests may include, but are not limited to, Regularly Scheduled Events, such as VIP visits, installation exercises, and open house. The Contractor should anticipate increased, short-notice, rapid response type requests in support of these activities.

V. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs**
1. Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Office.
- J. **PAYMENT:**
1. **To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. **To Subcontractors:**
- a. A contractor awarded a contract under this solicitation is hereby obligated:
- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the

proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of

expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid under this solicitation the Bidder certifies that, if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contract, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Section 11-46.3 and 65-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any Sub-contractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award

of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VI. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Department of Juvenile Justice or Beaumont Juvenile Correctional Center will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional

compensation due to the time extension.

3. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
4. **AWARD OF CONTRACT:** Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. The award will be made to the lowest responsive and responsible bidder on a total sum basis meeting the requirements of the solicitation.
5. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

NOTE: BIDDERS DO NOT FILL IN THESE BLANKS. THIS EXAMPLE IS ONLY INTENDED TO SHOW THE PROCEDURE THAT WILL BE USED.

BUILDING NAME

MONTHLY UNIT PRICE

ANNUAL PRICE

Beaumont JCC Complex, Copeland Building

\$_____ x 12 Months

= \$_____

6. **BIDDER'S REPRESENTATION:** Bidders by submission of a bid, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, will in no way relieve the Bidder from any obligations with respect to its bid or the contract.

7. **CANCELLATION OF CONTRACT:** The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform an all outstanding orders issued prior to the effective date of cancellation.
8. **CONTRACTOR LICENSE REQUIREMENT:** By my signature of this solicitation, I certify that this firm/individual is properly licensed for providing good/services specified.

Business License # _____

Type _____

9. **DELIVERY:** State your earliest firm delivery or performance date: _____ 2006 . This date may be a factor in making the award.
10. **CONTRACTUAL DISPUTES:** In accordance with Section 11-69 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted by the contractor for consideration by the Department of Juvenile Justice (DJJ) by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Materials Management Director, Department of Juvenile Justice, 700 Centre, 7th & Franklin Streets, Richmond, VA. 23219, no later than (60) days after a payment by the DJJ the contract; provided, however, that no claim may be submitted unless written notice of the

Contractor's intention to file the claim has been submitted at the time of the occurrence or at the beginning of the work upon which the claim is based. The DJJ shall render a final decision upon the claim not more than (90) days after the claim is submitted unless the parties agree to an extension of time in which the DJJ may make its decision. If the DJJ should fail to render its decision within ninety days, the Contractor's sole remedy for such failure will be that the Contractor then has the right to institute legal action pursuant to Section 11-70 of the Code of Virginia. The Contractor shall not be granted his claim or any other relief by the DJJ or any court simply as a result of delay in rendition of a decision by the DJJ. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with performance of this contract, and failure to do so shall be deemed as default. All time period specified above (except the initial sixty day filing period) may be extended by mutual agreement.

11. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, and identified as follows:

FROM:

Name of Bidder

Street or Box Number

City, State, Zip Code

CONTENTS:

**INVITATION FOR BIDS (IFB)
JANITORIAL SERVICES - DJJ 07-005**

DUE DATE/TIME:

August 28, 2006 at 1:00 P.M.

ATTENTION: Materials Management Unit - Janitorial Services-Beaumont JCC

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be had delivered to the designated location in the office issuing the solicitation. No other correspondence or other Bids should be placed in the envelope.

12. **LATE BIDS:** To be considered, all bids must be received at the specific office location stipulated by the DJJ on or before the date and hour designated on the solicitation. Vendors must pay particular attention to ensure that the bid is properly addressed. DJJ is not responsible if the bid does not reach the destination specified by the appointed time. Bids received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the clock in the DJJ Central Office main reception area.

- A. **Commercial Courier Services:** When utilizing courier services, specify that the delivery must be made to the DJJ- Materials Management Unit, N. 7th and E. Franklin Streets, 4th Fl, Richmond, VA 23218-1110. **Do Not Assume** that overnight/express mailing will guarantee that your bid arrives prior to the scheduled bid opening closing time. It is strongly recommended, that if using "overnight", "next day" delivery or "express" mailings that you allow for an extra day. While many couriers guarantee "next day" delivery, they do not guarantee that your bid will arrive prior to the scheduled time.

13. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind of nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind of nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
14. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site(s) and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
15. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 3.1-250 of the *Code of Virginia* (1950), as amended, or § 1261 of Title 15 of the *United States Code*, then the

Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of § 3.1-252 of the *Code of Virginia* or Title 15 U.S.C. § 1263.

16. MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be sub-contracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned business. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

17. NOTICES: All notices provided hereunder, to be given in writing, will be deemed given when delivered to, or deposited in the mail (certified mail, and return receipt requested) and addressed to the other party as follows:

If to the DJJ:

Mr. James E. Harris, Jr., VCO
Material Management, Department of Juvenile Justice
P.O. Box 1110
700 Centre, 7th and Franklin Streets
Richmond, Virginia 23218-1110

If to the Contractor: The person signing the Contractor’s bid in response to the DJJ’s IFB at the Contractor’s address indicated in such bid; or to such persons or address as either may designate for itself in writing and provide to the other.

18. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractor and of persons employed by them as he is for the acts and omissions of his own employees.

19. REFERENCES: Bidders shall provide a list of at least 4 references where similar goods and/or services have been provided within the previous 12 months or currently being performed. For each reference include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTRACT PERSON</u>	<u>TELEPHONE</u>
A.			
B.			
C.			
D.			

In addition, provide a listing of accounts lost within the last four (4) years and state why the account was lost.

20. **RENEWAL OF CONTRACT:** This contract may be renewed by the DJJ for 4 successive one year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the DJJ's intention to renew shall be given approximately 90 days prior to the expiration.
- A. If the DJJ elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by **no more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics** for the latest twelve months for which statistics are available.
- B. If during the first one-year renewal the Commonwealth elects to exercise the option to renew the contract for the second additional one-year period, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by **no more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics** for the latest twelve months for which statistics are available.
- C. Subsequent renewal years shall follow the procedure in B.
- The DJJ will have the option, effective the final date of the contract, to extend the Contract on a month to month basis. This may occur if the Competitive Procurement process for a new contract has not been completed.
21. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
22. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Purchasing Agency's satisfaction at the Contractor's expense.
23. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.
- A. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
1. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

VII. METHOD OF PAYMENT: The Contractor shall be paid on the basis of invoice(s) submitted. The invoice(s) shall be submitted directly to the "Authorized User" by the 10th day of the month following the month in which services were rendered. Billing addresses are listed below.

Beaumont Juvenile Correctional Center
Dept. of Juvenile Justice
Business Office
P. O. Box 491
Beaumont, VA 23014
ATTN: Ms. Peggy Garcia
Tele: 804-556-7215
Fax: 804-556-6286
Email: peggy.garcia@djj.virginia.gov

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NOTE: MASTERCARD: The Department of Juvenile Justice currently participates in the Commonwealth's charge card program in which agencies may utilize the MasterCard Charge Card. **PLEASE INDICATE IF YOUR FIRM IS WILLING TO PARTICIPATE IN THIS PROGRAM.**

Yes _____ No _____

VIII. METHOD OF MEASURING PERFORMANCE: The performance of the Contractor shall be measured during the period of the contract by consideration of the following:

- A. Ability to respond to routine and emergency janitorial services requirements within the time frames specified in the scope of work.
- B. Ability to provide the level of service required in the scope of work without repeat oral or written complaints for failure to perform tasks or correct deficiencies within 3 calendar days.
- C. Ability to meet performance standards specified in the scope of work without complaints or serious criticism.

ATTACHMENT A

TASKS AND FREQUENCIES

SITE: Beaumont Juvenile Correctional Center Complex – Copeland Building, #19

<u>AREA/ITEM</u>	<u>TASK</u>	<u>FREQUENCY</u>
A. Carpeted Floor	1. Vacuum (including under desks, tables, chairs, etc.).	BiWeekly or as Needed
	2. Remove spots and stains.	As needed.
	3. Shampoo carpet.	Quarterly
B. Floors - Non-resilient (cleaning procedure according to floor type e.g., Unglazed Ceramic, Quarry, Tile). Resilient.	1. Sweep clean, damp mop and buff.	Tuesday and Thursday
	2. Wax or Spray Buff.	Weekly
	3. Strip, rinse, reseal, refinish. NOTE: 1st stripping and waxing shall be completed within 2 weeks of contract start date.	Quarterly
C. Waste Baskets-Trash Recyclable Trash Receptacles	1. a. Empty. b. Place all non-recyclable trash in dumpsters designated for same. c. Place recyclable trash in dumpsters designated for same or if such dumpsters not accessible on outside of secure perimeter arrange with the Contract Administrator for it to be picked up. d. Replace trash liners, if required.	Tuesday and Thursday for each of these items.
	2. Clean/Wash.	Monthly or as needed.
D. Smoking Genies	1. Empty or arrange for more sand.	As Needed
E. Exterior Entrance, Walkways and Doors	1. Sweep Entrance Areas.	BiWeekly
	2. Wipe doors free of spots and smudges.	BiWeekly
	3. Wash exterior doors, inside and outside.	BiWeekly
F. Interior Vestibule Doors/ Windows.	1. Wipe free of spots and smudges.	BiWeekly
	2. Wash inside and outside.	Weekly
G. All interior Walls and Solid Doors	1. Wipe free of spots and smudges.	Weekly
	2. Dust top of door sills.	Weekly
	3. Clean and polish kick plates.	Monthly
H. Low Dusting	1. Dust from the highest reachable point while standing on the floor to the bottom.	Weekly
	2. Thoroughly dust from top to bottom.	Quarterly
	3. Thoroughly clean with a damp cloth and wipe dry.	Every six months
I. Office/work areas: furniture, equipment		

<u>AREA/ITEM</u>	<u>TASK</u>	<u>FREQUENCY</u>
and other items.	1. Dust all exposed surfaces within reach while standing on the floor.	Weekly
	2. Wipe all desk tops, credenzas and tables with a damp cloth.	Weekly
	3. Vacuum cloth chair seats and backs.	Every two months
J. Air Vents and exposed ductwork.	1. Dust or vacuum all exposed surfaces.	As needed.
	2. Wipe with a damp cloth or appropriate cleaning method.	Monthly.
K. Restrooms	1. Clean all wash basins, mirrors, showers and bathtubs (if applicable), shelves, underside of basins, vents, and pipe fixtures. Wipe all areas dry.	Tuesday and Thursday
	2. Scour and disinfect the interior of all toilets and urinals. Install/replace urinal deodorant blocks and disposable urinal screens as needed. Wash the exterior of all toilets and urinals including pipes and wipe dry.	Tuesday and Thursday
	3. Remove writing, marks and stains from walls. Check all tile grout for mildew.	Weekly or as needed
	4. Wipe clean all soap, paper towel and toilet dispensers and replace or add soap, paper towels and toilet tissue.	Weekly or as needed
	5. Sweep clean and mop floors with a germicidal disinfectant. Check ceramic tile floors for stains/mildew.	Tuesday and Thursday
	6. Spray buff floor.	As Needed
	7. Machine strip, rinse and reseal linoleum/vinyl floor.	Quarterly

Note: See III C - Initial cleaning shall be accomplished to ensure the buildings is at a state/appearance where on-going cleaning may more easily keep the building at the Level of Service listed. This Initial cleaning will occur at the beginning of each new contract year.

LIST OF STATE OBSERVED HOLIDAYS

THE FOLLOWING STATE HOLIDAYS WILL BE OBSERVED BY THE DEPARTMENT OF JUVENILE JUSTICE, JUVENILE CORRECTIONAL CENTERS:

Janitorial Services will not be required on these days. The Contractor shall however, provide the required services on the next regularly scheduled business day or as mutually determined between the Contractor and the Facility Manager.

NEW YEAR'S DAY	JANUARY 1
LEE/JACKSON/KING DAY	THE THIRD MONDAY IN JANUARY
GEORGE WASHINGTON DAY	THE THIRD MONDAY IN FEBRUARY
MEMORIAL DAY	THE LAST MONDAY IN MAY
INDEPENDENCE DAY	JULY 4
LABOR DAY	THE FIRST MONDAY IN SEPTEMBER
COLUMBUS DAY	THE SECOND MONDAY IN OCTOBER
VETERANS DAY	NOVEMBER 11
THANKSGIVING DAY	THE FOURTH THURSDAY IN NOVEMBER
THE DAY AFTER THANKSGIVING DAY	THE DAY AFTER THANKSGIVING DAY
CHRISTMAS DAY	DECEMBER 25

*ANY OTHER DAY DESIGNATED BY THE GOVERNOR, OR THE PRESIDENT OF THE UNITED STATES.

*The Contractor will be notified in the event additional holiday days are granted and services will not be required.

BUILDING LOCATIONS

<u>Building No.</u>	<u>Building Name</u>	<u>Address</u>	<u>Estimate Sq. Feet</u>
19	Beaumont JCC Complex, Copeland Bldg	#19 Low Road, Beaumont, VA	3,344
(carpeted areas – 1,540 sq ft and non carpeted areas – 1,800 sq ft)			

LEVEL OF SERVICE

<u>Building</u>	<u>Level of Service Required</u>	
(Beaumont JCC Complex, Copeland Bldg, #19)	All Areas	Adequate

X. PRICING SCHEDULE
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DESCRIPTION OF SERVICES	Monthly Rate	X	Months	= Annual Price
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Beaumont JCC Complex, Copeland Bldg *	X	12	=	
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Special /Emergency Service Rate (per hour)	Rate	=	
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* Annual Price is all inclusive and includes any requirements in this IFB for initial cleaning.

Earliest Delivery Date: _____ FIN /FEI: _____

Bidders Signature: _____ Date: _____ Payment Terms: Net 30
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